

By Senator Stewart

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1                   A bill to be entitled  
2       An act relating to motor vehicle glass; amending s.  
3       559.920, F.S.; prohibiting motor vehicle repair shops  
4       and their employees from offering anything of value to  
5       a customer in exchange for making an insurance claim  
6       for motor vehicle glass replacement or repair,  
7       including offers made through certain persons;  
8       providing that the failure of a motor vehicle shop or  
9       one of its employees to provide certain written notice  
10      to consumers regarding recalibration of safety-related  
11      systems is an unlawful act; creating s. 559.9201,  
12      F.S.; defining terms; providing requirements that must  
13      be met in order for an assignment agreement to be  
14      valid; requiring an assignee to hold harmless an  
15      assignor when certain requirements are not satisfied;  
16      requiring that an assignment agreement be provided to  
17      an insurer at a specified time; providing requirements  
18      relating to service of written notices of intent to  
19      initiate litigation; requiring insurers to respond to  
20      a notice within a specified timeframe; requiring  
21      insurers to have certain procedures relating to  
22      disputes; providing an effective date.

23  
24   Be It Enacted by the Legislature of the State of Florida:

25  
26       Section 1. Section 559.920, Florida Statutes, is amended to  
27   read:

28       559.920 Unlawful acts and practices.—It shall be a  
29   violation of this act for any motor vehicle repair shop or

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30 employee thereof to do any of the following:

31 (1) Engage or attempt to engage in repair work for  
32 compensation of any type without first being registered with or  
33 having submitted an affidavit of exemption to the department.†

34 (2) Make or charge for repairs which have not been  
35 expressly or impliedly authorized by the customer.†

36 (3) Misrepresent that repairs have been made to a motor  
37 vehicle.†

38 (4) Misrepresent that certain parts and repairs are  
39 necessary to repair a vehicle.†

40 (5) Misrepresent that the vehicle being inspected or  
41 diagnosed is in a dangerous condition or that the customer's  
42 continued use of the vehicle may be harmful or cause great  
43 damage to the vehicle.†

44 (6) Fraudulently alter any customer contract, estimate,  
45 invoice, or other document.†

46 (7) Fraudulently misuse any customer's credit card.†

47 (8) Make or authorize in any manner or by any means  
48 whatever any written or oral statement which is untrue,  
49 deceptive or misleading, and which is known, or which by the  
50 exercise of reasonable care should be known, to be untrue,  
51 deceptive or misleading.†

52 (9) Make false promises of a character likely to influence,  
53 persuade, or induce a customer to authorize the repair, service,  
54 or maintenance of a motor vehicle.†

55 (10) Substitute used, rebuilt, salvaged, or straightened  
56 parts for new replacement parts without notice to the motor  
57 vehicle owner and to her or his insurer if the cost of repair is  
58 to be paid pursuant to an insurance policy and the identity of

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59 the insurer or its claims adjuster is disclosed to the motor  
60 vehicle repair shop.~~†~~

61 (11) Cause or allow a customer to sign any work order that  
62 does not state the repairs requested by the customer or the  
63 automobile's odometer reading at the time of repair.~~†~~

64 (12) Fail or refuse to give to a customer a copy of any  
65 document requiring the customer's signature upon completion or  
66 cancellation of the repair work.~~†~~

67 (13) Willfully depart from or disregard accepted practices  
68 and professional standards.~~†~~

69 (14) Have repair work subcontracted without the knowledge  
70 or consent of the customer unless the motor vehicle repair shop  
71 or employee thereof demonstrates that the customer could not  
72 reasonably have been notified.~~†~~

73 (15) Conduct the business of motor vehicle repair in a  
74 location other than that stated on the registration  
75 certificate.~~†~~

76 (16) Rebuild or restore a rebuilt vehicle without the  
77 knowledge of the owner in such a manner that it does not conform  
78 to the original vehicle manufacturer's established repair  
79 procedures or specifications and allowable tolerances for the  
80 particular model and year.~~†~~~~or~~

81 (17) Offer to a customer a rebate, gift, gift card, cash,  
82 coupon, or any other thing of value in exchange for making an  
83 insurance claim for motor vehicle glass replacement or repair,  
84 including an offer made through a nonemployee who is compensated  
85 for the solicitation of insurance claims.

86 (18) Pursuant to the repair or replacement of motor vehicle  
87 glass for motor vehicles equipped with safety-related systems

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88 requiring calibration, fail to provide written notice to the  
89 consumer that repair or replacement will require recalibration  
90 of safety-related systems and whether that calibration will be  
91 performed and meet or exceed the manufacturer's procedures or  
92 specifications, and, if recalibration is not performed or not  
93 completed successfully, written notice to the consumer that the  
94 vehicle should be taken to be recalibrated by a professional  
95 capable of performing a recalibration that meets or exceeds the  
96 manufacturer's procedures or specifications. Written notice must  
97 be in at least 12-point type.

98 (20)~~(17)~~ Perform any other act that is a violation of this  
99 part or that constitutes fraud or misrepresentation.

100 (19)~~(18)~~ Violate any provision of s. 713.585.

101 Section 2. Section 559.9201, Florida Statutes, is created  
102 to read:

103 559.9201 Repairs pursuant to assignment agreements.-

104 (1) As used in this section, the term:

105 (a) "Assignee" means a person who is assigned post-loss  
106 benefits under comprehensive or combined additional coverage  
107 under a motor vehicle insurance policy for windshield damage  
108 through an assignment agreement.

109 (b) "Assignment agreement" means any instrument by which  
110 post-loss benefits under comprehensive or combined additional  
111 coverage under a motor vehicle insurance policy for windshield  
112 damage are assigned, transferred, or acquired in any manner, in  
113 whole or in part, to or from a person providing services to  
114 repair or replace motor vehicle glass.

115 (c) "Assignor" means a person who assigns post-loss  
116 benefits under comprehensive or combined additional coverage

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117 under a motor vehicle insurance policy for windshield damage to  
118 another person through an assignment agreement.

119 (2) In order for an assignment agreement to be valid:

120 (a) The assignment agreement must include all of the  
121 following:

122 1. A written repair estimate prepared pursuant to s.  
123 559.905 which cannot be waived, with a clearly defined total  
124 amount to be billed to the insurer.

125 2. The following disclosure in at least 16-point type:

126  
127 ...(INSERT ASSIGNEE NAME)... HAS TAKEN AN ASSIGNMENT  
128 OF BENEFITS FOR YOUR COMPREHENSIVE OR COMBINED  
129 ADDITIONAL COVERAGE UNDER YOUR MOTOR VEHICLE INSURANCE  
130 POLICY. ...(INSERT ASSIGNEE NAME)... INTENDS TO FILE A  
131 CLAIM WITH YOUR INSURANCE COMPANY, AND MAY ALSO BE  
132 ENTITLED TO FILE A LAWSUIT IN YOUR NAME, PURSUANT TO  
133 THIS ASSIGNMENT OF BENEFITS AGREEMENT. BY SIGNING THIS  
134 ACKNOWLEDGMENT, YOU ACKNOWLEDGE THAT ...(INSERT  
135 ASSIGNEE NAME)... INTENDS TO FILE A CLAIM WITH YOUR  
136 INSURANCE COMPANY AND THAT A LAWSUIT REGARDING YOUR  
137 INSURANCE POLICY MAY BE FILED IN YOUR NAME.

138  
139 3. The assignee's name, telephone number, address, and  
140 registration number from the certificate issued by the  
141 department pursuant to s. 559.904 and the assignor's name,  
142 telephone number, address, and signature.

143 (b) The assignee must, at the time of providing an  
144 assignment agreement to the consumer, comply with s.  
145 559.920(18).

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146 (c) The assignment agreement may not include services not  
147 provided, including, but not limited to, recalibration of  
148 safety-related systems.

149  
150 An assignee that fails to meet these requirements for a valid  
151 assignment under this subsection must hold harmless the assignor  
152 for any costs that may be greater than the amount covered by the  
153 assignor's insurer.

154 (3) The assignment agreement must be provided to the  
155 insurer at the time of filing the claim with the insurer.

156 (4) (a) An assignee must provide the insurer and the  
157 assignor with a written notice of intent to initiate litigation  
158 before filing suit under the policy. Such notice must be served  
159 by certified mail, return receipt requested, or electronic  
160 delivery at least 30 days before filing suit. The notice must  
161 specify the damages in dispute, the amount claimed, and a  
162 presuit settlement demand. Concurrent with the notice, and as a  
163 precondition to filing the suit, the assignee must provide the  
164 insurer and the assignor a detailed written invoice of services,  
165 including itemized information on equipment, materials, and  
166 supplies; the number of labor hours; and, in the case of work  
167 performed, proof that the work has been performed in accordance  
168 with accepted industry standards.

169 (b) After receiving the notice specified in paragraph (a),  
170 an insurer must respond in writing to the notice within 15 days.  
171 An insurer must have a procedure for the prompt investigation,  
172 review, and evaluation of the dispute stated in the notice and  
173 must investigate each claim contained in the notice in  
174 accordance with the Florida Insurance Code.

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Section 3. This act shall take effect July 1, 2021.